

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

LYNN GILDERSLEEVE	§	PLAINTIFF
	§	
v.	§	CAUSE NO. 1:09cv134 LG-RHW
	§	
HISTORIC RENOVATIONS	§	
OF YAZOO, INC. and	§	
ALAN RAMSAY	§	DEFENDANTS

FINAL JUDGMENT

This action came on for trial on Tuesday, September 7, 2010, before the Court and a jury with Honorable Louis Guirola, Jr., United States District Judge, presiding. The issues have been duly tried, and the jury has heard all of the evidence and argument of counsel and received instructions of the Court, including a Verdict Form. The jury retired to consider their verdict and returned upon their oaths, into open Court, the following verdict, to-wit:

Question Number One

Do you find by a preponderance of the evidence that the Plaintiff, Lynn Gildersleeve, entered into a contract with Historic Renovations of Yazoo, Inc. for the construction, repair and restoration of her home and additional structures?

Answer "yes" or "no": Yes

Question Number Two

Do you find by a preponderance of the evidence that Historic Renovations of Yazoo, Inc., materially breached the contract and as a result of the breach, the Plaintiff, Lynn Gildersleeve, suffered damages?

Answer "yes" or "no": Yes

Question Number Three

Do you find by a preponderance of the evidence that the Plaintiff Lynn Gildersleeve entered into a contract with Alan Ramsay, individually, for the construction, repair and restoration of her home and additional structures?

Answer "yes" or "no": No

Question Number Five

If your answers to Questions Number Two or Four (or both) are "yes," what amount of money, if any, would adequately compensate the Plaintiff for her damages for breach of contract?

Answer in dollars and cents or "none": \$22,557

Question Number Six

Do you find by a preponderance of the evidence that the Plaintiff, Lynn Gildersleeve, materially breached a contract with Historic Renovations of Yazoo, Inc. for the construction, repair and restoration of her home and additional structures, and that Historic Renovations of Yazoo, Inc. suffered damages as a result?

Answer "yes" or "no": Yes

Question Number Seven

What amount of money, if any, would adequately compensate Historic Renovations of Yazoo, Inc. for its damages?

Answer in dollars and cents, for damages, if any, or answer "none."

Compensatory damages: \$21,509.72

IT IS THEREFORE ORDERED AND ADJUDGED that the Plaintiff, Lynn Gildersleeve, does have and shall recover Judgment of and from the Defendant, Historic

Renovations of Yazoo, Inc., in the sum and amount of Twenty Two Thousand Five Hundred Fifty Seven Dollars (\$22,557).

IT IS FURTHER ORDERED AND ADJUDGED that Plaintiff Lynn Gildersleeve take nothing from Defendant Alan Ramsay.

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant, Historic Renovations of Yazoo, Inc., does have and shall recover Judgment of and from the Plaintiff, Lynn Gildersleeve, in the sum and amount of Twenty One Thousand Five Hundred and Nine Dollars and Seventy Two Cents (\$21,509.72).

IT IS FURTHER ORDERED AND ADJUDGED that the parties shall bear their own costs.

SO ORDERED AND ADJUDGED this the 14th day of September, 2010.

s/ *Louis Guirola, Jr.*

LOUIS GUIROLA, JR.

UNITED STATES DISTRICT JUDGE